

<i>SERFF Tracking Number:</i>	<i>GARD-127623251</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Insurance &amp; Annuity Company</i>	<i>State Tracking Number:</i>	<i>49899</i>
	<i>Inc.</i>		
<i>Company Tracking Number:</i>	<i>11-SPIA</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
	<i>Variable</i>		
<i>Product Name:</i>	<i>SPIA 2011</i>		
<i>Project Name/Number:</i>	<i>SPIA 2011/11-SPIA</i>		

## Filing at a Glance

Company: The Guardian Insurance & Annuity Company Inc.

Product Name: SPIA 2011      SERFF Tr Num: GARD-127623251      State: Arkansas

TOI: A05I Individual Annuities- Immediate Non-      SERFF Status: Closed-Approved-      State Tr Num: 49899  
Variable      Closed

Sub-TOI: A05I.000 Annuities - Immediate Non-      Co Tr Num: 11-SPIA      State Status: Approved-Closed  
variable

Filing Type: Form      Reviewer(s): Linda Bird

Authors: Lisa Capella, Louis A      Disposition Date: 10/06/2011

Conte, Peter Diggins, Margaret  
Lewis-Forbes, John Monahan,  
Monica Wilson, Carline Hamilton,  
Kathleen Tobin

Date Submitted: 09/28/2011      Disposition Status: Approved-Closed

Implementation Date Requested:      Implementation Date:

State Filing Description:

## General Information

Project Name: SPIA 2011

Project Number: 11-SPIA

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 10/06/2011

State Status Changed: 10/06/2011

Created By: Lisa Capella

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Kathleen Tobin

Filing Description:

The Guardian Insurance & Annuity Company, Inc. (GIAC)

NAIC Number: 429-78778

FEIN: 13-2656036

SERFF Tracking Number: GARD-127623251 State: Arkansas  
Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 49899  
Inc.  
Company Tracking Number: 11-SPIA  
TOI: A05I Individual Annuities- Immediate Non- Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Variable  
Product Name: SPIA 2011  
Project Name/Number: SPIA 2011/11-SPIA

We are enclosing for your review and approval the forms referenced on the forms schedule. Please see Appendix A for more information concerning these forms, including any forms being replaced by the new forms. We plan to introduce this product in November 2011 or upon approval, if later.

#### Single Premium Immediate Annuity Contract

This is a Single Premium Immediate Annuity contract. It will be available in the general market and in the tax-qualified market. The contract provides for immediate annuity payments subsequent to the single premium payment. The payment frequencies that will be available are annual, semi-annual, quarterly and monthly. The contract provides a choice of Payment Options including a life annuity with or without a Guarantee period, a refund certain annuity and a joint annuity with survivor benefit.

This form is similar to the form it is replacing with following main differences:

- The Owner has the right to name a different Payee.
- The owner can choose a specific the Annuity Commencement Date.
- The payment frequency can be changed after issue but before the annuity commencement date.
- Improving the joint annuity so that the initial annuity payment is not reduced upon the first death until the end of the guaranteed period.

#### Payment Acceleration Rider

Allows for the acceleration of 5 monthly annuity payments.

#### Single Payment Immediate Annuity Application

Form EB-016183 will be used to apply for the above forms.

We are enclosing an actuarial memorandum and statement of variability for the contract and application. Any applicable certifications, transmittals and filing fees are enclosed as required.

I hope this information is satisfactory and that we may receive your Department's approval of these forms at your earliest convenience.

Sincerely,

Pete Diggins

SERFF Tracking Number: GARD-127623251 State: Arkansas  
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TOI: A05I Individual Annuities- Immediate Non- Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Variable  
Product Name: SPIA 2011  
Project Name/Number: SPIA 2011/11-SPIA

Director, Individual Life Product Filings and Compliance  
(212) 598-7436 (telephone)  
(212) 919-2592 (fax)  
(877) 600-1460 (toll-free)  
Peter\_J\_Diggins@glic.com

## Company and Contact

### Filing Contact Information

Lisa Capella, Specialist lcapella@glic.com  
7 Hanover Square 212-598-1321 [Phone]  
New York, NY 10004 212-919-2592 [FAX]

### Filing Company Information

The Guardian Insurance & Annuity Company CoCode: 78778 State of Domicile: Delaware  
Inc.  
7 Hanover Square Group Code: 429 Company Type:  
New York, NY 10004 Group Name: State ID Number:  
(212) 598-8000 ext. [Phone] FEIN Number: 13-2656036

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$150.00  
Retaliatory? Yes  
Fee Explanation: DE domicile fee is \$50 per form.

\$50 x 3= \$150  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Insurance & Annuity Company Inc.	\$150.00	09/28/2011	52217555

SERFF Tracking Number:	GARD-127623251	State:	Arkansas
Filing Company:	The Guardian Insurance & Annuity Company Inc.	State Tracking Number:	49899
Company Tracking Number:	11-SPIA		
TOI:	A05I Individual Annuities- Immediate Non-Variable	Sub-TOI:	A05I.000 Annuities - Immediate Non-variable
Product Name:	SPIA 2011		
Project Name/Number:	SPIA 2011/11-SPIA		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/06/2011	10/06/2011

<i>SERFF Tracking Number:</i>	<i>GARD-127623251</i>	<i>State:</i>	<i>Arkansas</i>
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	<i>Variable</i>		
<i>Product Name:</i>	<i>SPIA 2011</i>		
<i>Project Name/Number:</i>	<i>SPIA 2011/11-SPIA</i>		

## **Disposition**

Disposition Date: 10/06/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GARD-127623251 State: Arkansas

Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 49899  
Inc.

Company Tracking Number: 11-SPIA

TOI: A05I Individual Annuities- Immediate Non- Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Variable

Product Name: SPIA 2011

Project Name/Number: SPIA 2011/11-SPIA

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of variability		Yes
Supporting Document	Appendix A		Yes
Form	Individual Single Premium Immediate Annuity Contract		Yes
Form	Payment Acceleration Rider		Yes
Form	Single Payment Immediate Annuity Application		Yes

SERFF Tracking Number: GARD-127623251 State: Arkansas

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Inc.

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Variable

Product Name: SPIA 2011

Project Name/Number: SPIA 2011/11-SPIA

## Form Schedule

### Lead Form Number: 11-SPIA

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11-SPIA	Policy/Cont Individual Single ract/Fratern Premium Immediate al Annuity Contract Certificate	Initial		51.500	11-SPIA.pdf
	11-PAR	Policy/Cont Payment ract/Fratern Acceleration Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.000	11-PAR.pdf
	EB-016183	Application/ Single Payment Enrollment Immediate Annuity Form Application	Initial		45.000	EB- 016183.pdf

ANNUITANT  
CONTRACT NUMBER

[JOHN DOE]  
[00000000]

[35-MALE]  
[JULY 01, 2010]

AGE AND SEX  
ISSUE DATE



**THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.**

A Stock Company Incorporated in the State of Delaware

**Customer Service Office:**

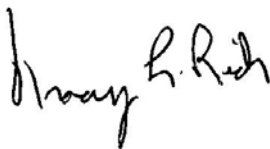

[P.O. Box 26210

Lehigh Valley, PA 18002-6210

1-800-221-3253]

**Read this contract carefully.** This contract is a legal contract between the Owner and The Guardian Insurance & Annuity Company, Inc. (GIAC).

GIAC will make Annuity Payments in accordance with the provisions of this contract. The entire contract consists of the Basic Contract and any attached endorsements and additional benefit riders. This contract is issued by GIAC at its Customer Service Office on the Issue Date. GIAC's home office is [1209 Orange Street, Wilmington, Delaware 19801]. **However, GIAC receives all communications at its Customer Service Office shown on the Contract Data Page.**

	
<b>Secretary</b>	<b>President</b>

On the Annuity Commencement Date, GIAC will begin to make scheduled Annuity Payments to the Payee. Benefits depend on the Net Premium and the Annuity Payment Option elected.

**FREE LOOK PERIOD:**

The Owner has the right to examine this contract and return it for cancellation to our Customer Service Office or to the agent from whom it was purchased within [10] days after receiving it. The contract and a cancellation notice must be delivered or mailed to cancel this contract. Any notice given by mail is effective upon being postmarked, properly addressed, and postage prepaid. If this contract is returned during this period, we will refund the single premium paid less any Annuity Payments previously paid. The contract will be void from the beginning.

**Individual Single Premium Immediate Annuity Contract**

- Single premium payable in accordance with contract provisions
- Annuity Payments begin on the Annuity Commencement Date
- Non-participating – No dividends payable



**WE & YOU**

In this contract, the words “we”, “our” or “us” refer to GIAC, and the words “you”, “your” and “yours” refer to the Owner of this contract.

**TABLE OF CONTENTS**

	Page
CONTRACT DATA.....	3
SECTION 1 – DEFINITIONS .....	4
SECTION 2 – OWNER AND BENEFICIARY.....	5
SECTION 3 – ANNUITY PAYMENTS .....	7
SECTION 4 – GENERAL PROVISIONS .....	9

Any endorsements or additional benefit riders that are attached to the contract follow.

## CONTRACT DATA

<b>OWNER</b>	[JOHN DOE]	<b>AGE –SEX</b>
<b>[JOINT OWNER]</b>	[JANE DOE]	[35 – MALE]
		[35 – FEMALE]
<b>ANNUITANT(S)</b>	[JOHN DOE]	[35*- MALE]
	[JOE DOE]	[10*- MALE]
<b>CONTRACT NUMBER</b>	[00000000]	
<b>ISSUE DATE</b>	[JULY 1, 2011]	
<b>ANNUITY COMMENCEMENT DATE</b>	[AUGUST 1, 2011]	
<b>PAYEE(S)</b>	[MARY DOE]	
<b>PRIMARY BENEFICIARY</b>	[MARY DOE]	
<b>[CONTINGENT BENEFICIARY]</b>	[TOM DOE]	
<b>CONTRACT TYPE</b>	[ NON-QUALIFIED]	
<b>CONTRACT NAME</b>	[THE GUARDIAN GUARANTEED INCOME ANNUITY]	

\* AGE IS BASED ON THE NEAREST BIRTHDAY OF THE ANNUITANT(S) AS OF THE ANNUITY COMMENCEMENT DATE.

SINGLE PREMIUM	[\$25,000.00]
[LESS STATE ANNUITY TAX	[\$500]]
NET PREMIUM	[\$24,500.00]

ANNUITY PAYMENT OPTION	[Joint Life Annuity with Survivor Benefit and Guaranteed Period]
[GUARANTEED PERIOD	10 YEARS]
[JOINT AND SURVIVOR PERCENTAGE	50%]

ANNUITY PAYMENT AMOUNT	[\$46.04]
ANNUITY PAYMENT FREQUENCY	[Monthly]
[ANNUITY PAYMENT GUARANTEED PERIOD END DATE	1/1/2020]

[ANNUITY PAYMENT INCREASE PERCENTAGE [3%] ]

### [ADDITIONAL BENEFIT ENDORSEMENTS/RIDERS

- [PAYMENT ACCELERATION RIDER]  
[Payment Acceleration Interest Rate 4.5%]

See the applicable endorsement/rider form for additional information regarding these endorsements/riders.]

The following Annuity Payment Amounts apply to other Annuity Payment Frequencies. See the Annuity Payments provision of this contract for information on when you may elect a different Annuity Payment Frequency.

[Quarterly = \$137.51	Semi-Annual = \$273.24	Annual = \$539.41]
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To obtain information about your contract you may call your agent or contact our Customer Service Office by telephone at [1-800-221-3253] or by mail sent to one of the following addresses:

For regular mail:  
The Guardian Insurance & Annuity Company, Inc.  
Customer Service Office  
[P.O. Box 26210  
Lehigh Valley, PA 18002-6210]

For overnight delivery:  
The Guardian Insurance & Annuity Company, Inc.  
Customer Service Office  
[3900 Burgess Place  
Bethlehem, PA 18017]

# 1. DEFINITIONS

Certain important terms used in this contract are defined below. Additional terms, not explained here, are defined in other parts of this contract.

**Annuitant:** The person(s) named on the Contract Data page on whose life the Annuity Payments are based. If a Joint Life Annuity with Survivor Benefit Annuity Payment Option is elected, two Annuitants must be named. The Annuitant(s) may not be changed after the Issue Date.

**Annuity Commencement Date:** The date on which Annuity Payments under this contract begin. The Annuity Commencement Date is shown on the Contract Data page and cannot be changed.

**Annuity Payment:** A regularly scheduled payment that is payable to the Payee under the terms of this contract.

**Annuity Payment Guaranteed Period End Date:** The date on which any guaranteed period under the Annuity Payment Option elected will end. For a period certain only annuity this will be the date of the last Annuity Payment. For a life annuity with a guaranteed period or refund certain this will be the earliest date on which Annuity Payments end. This date will not be applicable to an Annuity Payment Option with no guaranteed period.

**Annuity Payment Option:** An option under which Annuity Payments are made under this contract. The option applicable to this contract is shown on the Contract Data page. The list of available options is set forth in the Annuity Payments section.

**Basic Contract:** This contract excluding any additional benefit riders or endorsements.

**Beneficiary:** In the absence of any surviving Owner, the Beneficiary shown on the Contract Data page, or subsequently named in any later change shown in our records, that is designated to succeed as Owner of this contract upon the death of the Owner. (See Primary Beneficiary and Contingent Beneficiary definitions).

**Business Day:** Any day on which GIAC is open for business. GIAC's close of business is 4:00 p.m., Eastern Time. If any transaction or event is scheduled to occur on a day that is not a Business Day, or if a transaction request is received after close of business, such transaction or event will be processed on the next following Business Day unless otherwise specified.

**Contingent Beneficiary:** The Beneficiary shown on the Contract Data page, or subsequently named in any later change shown in our records, that is designated to succeed as Owner upon the death of the Owner should there be no surviving Owner and all Primary Beneficiaries predecease such Owner. In the event that a Contingent Beneficiary predeceases the Owner, unless otherwise elected by the last surviving Owner in a written notice received at our Customer Service Office in Good Order, any benefits due to a deceased Contingent Beneficiary will be distributed pro rata among any surviving Contingent Beneficiaries. If there is no surviving Primary or Contingent Beneficiaries, the benefits will be paid to the estate of the last surviving Owner as determined in the Death of an Owner On or After the Annuity Commencement Date provision. (See Beneficiary and Primary Beneficiary definitions.)

**Contract Anniversary:** The same date of each calendar year as the Annuity Commencement Date.

**Good Order:** Notice, including notification of a death of an Owner, Annuitant, Payee or Beneficiary, from any party authorized to initiate a transaction under this contract received at the Customer Service Office in a format satisfactory to us that includes all required information.

**Internal Revenue Code ("Code"):** The Internal Revenue Code of 1986 as amended, and the rules and regulations thereunder, and successor provisions thereto.

**Issue Date:** The date this contract is issued at our Customer Service Office. The Issue Date is shown on the Contract Data page.

**Net Premium:** The single premium paid by the Owner to us in accordance with the provisions of this contract, less the amount of annuity tax, if any. The Net Premium is shown on the Contract Data page.

**Non-Natural Owner:** An Owner that is a corporation, trust or other entity that is not a natural person as defined under the Internal Revenue Code.

**Non-Qualified Contract:** A contract other than a Qualified Contract.

**Owner (“Contract Owner,” “you,” “your,” “yours”):** The Owner has the rights to all benefits and exercise all rights under this contract. The contract may be owned by a natural person, or Non-Natural Owners such as corporations or other forms of business entities, trusts, or custodial accounts.

**Payee:** The recipient of Annuity Payments under this contract. Unless otherwise elected by the Owner in a written notice received at our Customer Service Office in Good Order, the Owner will be the Payee. The Owner has the right to name a different Payee, subject to our approval and the Payee provision of this contract.

**Primary Beneficiary:** The Beneficiary shown on the Contract Data page, or subsequently named in any later change shown in our records, that is designated to succeed as Owner upon the death of the Owner should there be no surviving Owner. In the event that a Primary Beneficiary predeceases any surviving Owner, unless otherwise elected by you in a written notice received at our Customer Service Office in Good Order, any Annuity Payments due to a deceased Primary Beneficiary will be distributed pro rata among any surviving Primary Beneficiaries. In the event that all Primary Beneficiaries predecease the Owner, proceeds will be paid to the surviving Contingent Beneficiaries. (See Beneficiary and Contingent Beneficiary definitions).

**Qualified Contract:** A contract that is issued in conjunction with a retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

**Replacement Ratio:** (a) divided by (b), where (a) is the actual present value of the remaining payments; and (b) is the present value of remaining payments calculated on the basis of the current pricing assumptions used in the determination of prices for the same type of annuity payments and for new contracts of the same class of contracts. If new contracts of such class of contracts are not currently being issued, then this amount will be calculated on the basis of our current assumptions for new annuitizations of the same type of annuity payments. The current Replacement Ratio is the Replacement Ratio as of the date of the calculation.

## 2. OWNER AND BENEFICIARY

### Owner

The Owner is the person(s) or entity to whom this contract is issued or who subsequently succeeds as Owner in accordance with the provisions of this contract. If this contract is a Qualified Contract, the Annuitant must be the person for whose benefit the contract is purchased and the Owner will be either the qualified plan or the person for whose benefit the contract is purchased, whichever is required by the applicable section of the Internal Revenue Code.

### Joint Owners

If there is more than one Owner we consider them to be joint Owners. At issue, joint Owners are not permitted if there is a Non-Natural Owner or under Qualified Contracts.

Each joint Owner will possess an undivided interest in the contract. Each joint Owner named in our records must sign any written request for a contract transaction. Unless otherwise provided, if a joint Owner dies, ownership passes to the surviving joint Owner. If there are joint Owners, all references to "Owner", "you", "your" or "yours", are deemed to include all joint Owners, unless otherwise specified.

### Qualified Contracts

For Qualified Contracts, unless we determine that the transaction conforms with the requirements of the applicable section of the Internal Revenue Code, the Owner may not:

- change the Owner or Payee;
- sell or assign this contract;
- pledge this contract as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than GIAC, unless the Owner is:
  - the trustee of any employee trust qualified under the Internal Revenue Code;
  - the custodian of a custodial account treated as such; or
  - the employer under a qualified non-trusteed pension plan.

**Change of Owner**

You may change the Owner of this contract by a written request in Good Order. Such change may be subject to state and federal gift taxes, federal income taxes and penalty taxes. If there are joint Owners, both Owners must agree in writing to any change of Owner. Any new Owner must meet our issue requirements in effect on the Business Day we receive your written request in Good Order at our Customer Service Office. We reserve the right to restrict ownership changes to once per calendar year.

**Beneficiary**

The Beneficiary is named by you and is shown on the Contract Data page, or subsequently named in any later change shown in our records. In the absence of any surviving Owner, the Beneficiary succeeds as Owner upon the death of the Owner.

**Change of Beneficiary**

The Owner may, subject to any existing assignment, change the Beneficiary at any time. The change will take effect as of the date the request is signed whether or not the Owner or Annuitant is living when we receive the request in Good Order at our Customer Service Office. However, the change will not apply to any payments made or actions taken by us before the request is received in Good Order.

**Assignment**

We will not be bound by an assignment unless it is received at our Customer Service Office in Good Order and is accepted by us. An assignment must be signed and dated by both the assignor and the assignee and, as applicable, by the Beneficiary. The rights of any Owner or Beneficiary and the entire contract, as defined in The Contract provision set forth in the General Provisions section of this contract, will be subject to the assignment. We will rely solely on the assignee's statement as to the amount of the assignee's interest. We will not be responsible for any tax consequences arising from or the validity of any assignment, or for any actions taken in reliance on the validity of the assignment.

Unless otherwise provided, the assignee may exercise all rights granted by this contract except the right to change the Owner or Beneficiary. Assignments are subject to all payments made or actions taken by us on or before the Business Day we accept the assignment at our Customer Service Office.

**Death of an Owner On or After the Annuity Commencement Date**

Upon the death of an Owner on or after the Annuity Commencement Date, ownership will pass to:

- any surviving joint Owner; if none then
- any surviving Primary Beneficiary; if none then
- any surviving Contingent Beneficiary; if none then
- the last surviving Owner's estate.

If the death of both the Owner and any person identified above to succeed as Owner occurs within 15 calendar days of each other, for purposes of this provision it is assumed that such person predeceased the Owner.

When ownership passes to multiple Primary or Contingent Beneficiaries, each Beneficiary at the applicable level succeeding to ownership becomes an Owner of that portion of the annuity benefit designated for that Beneficiary by the deceased Owner; if no portion is so designated then each Beneficiary shares equally. Each new Owner has ownership rights only to the extent of the portion of the annuity benefit that has been designated for the respective Beneficiary.

**Death of an Owner or Annuitant Prior to the Annuity Commencement Date**

Upon death of all Owners or the last surviving Annuitant prior to the Annuity Commencement Date, we will refund the single premium and this contract will terminate. The refund will be paid to any surviving Owner as determined under the Death of an Owner On or After the Annuity Commencement Date provision.

**Death of the Annuitant On or After the Annuity Commencement Date**

Upon the death of the last surviving Annuitant on or after the Annuity Commencement Date, Annuity Payments will stop unless such death occurs prior to the Annuity Payment Guaranteed Period End Date shown on the Contract Data page. In that case, Annuity Payments will continue as described in the applicable Annuity Payment Option provision.

**Death of Beneficiary**

In the event that a Primary Beneficiary predeceases the last surviving Owner, unless otherwise elected by that Owner in a written notice received at our Customer Service Office in Good Order, any share of ownership rights due that deceased Primary Beneficiary will be distributed pro rata among any surviving Primary Beneficiaries. In the event that all Primary Beneficiaries predecease the last surviving Owner, ownership rights upon that Owner's death will pass to the surviving Contingent Beneficiaries. In the event that a Contingent Beneficiary predeceases the last surviving Owner, unless otherwise elected by that Owner in a written notice received at our Customer Service Office in Good Order, any share of ownership rights due to the deceased Contingent Beneficiary will be distributed pro rata among any surviving Contingent Beneficiaries. An Owner may instead elect to name Contingent Beneficiaries in a numbered sequence. If so, ownership will pass to the surviving Contingent Beneficiaries in the lowest numbered class. For example, if an Owner names a first Contingent Beneficiary, a second Contingent Beneficiary and a third Contingent Beneficiary, ownership will pass to the first Contingent Beneficiary if living. If, upon the death of the last surviving Owner, the first Contingent Beneficiary is not alive, ownership will pass to the second Contingent Beneficiary, if living, and to the third Contingent Beneficiary only if neither the first or second Contingent Beneficiaries is alive. If there are no surviving Beneficiaries, we will pay the benefits to the estate of the last surviving person who has succeeded as Owner pursuant to the Death of an Owner On or After the Annuity Commencement Date provision.

### **3. ANNUITY PAYMENTS**

**Annuity Payments**

On the Annuity Commencement Date, if at least one Annuitant is living and we have received appropriate funds representing full payment of the single premium shown on the Contract Data page, we will begin to make Annuity Payments under the Annuity Payment Option shown on the Contract Data page. You may elect for payments to be made monthly, quarterly, semi-annually or annually or in any other frequency that we make available. The Annuity Payment Frequency is shown on the Contract Data page. You may change the Annuity Payment Frequency if we receive a written request in Good Order at our Customer Service Office prior to the Annuity Commencement Date. The Annuity Payment Frequency may not be changed on or after the Annuity Commencement Date. The Annuity Commencement Date is shown on the Contract Data page and will not be earlier than one month or later than 13 months from the Issue Date.

All Annuity Payments are based on:

- the age and sex (if a Non-Qualified Contract) of the Annuitant(s) at the birthday(s) nearest the Annuity Commencement Date;
- the Annuity Payment Option elected; and
- the Annuity Payment Frequency.

**Payee**

We make Annuity Payments to the Payee(s). Unless otherwise elected by the Owner, the Owner is the Payee. The Owner, subject to our approval and in accordance with the provisions of this contract, may elect to name a new Payee. If a new Payee is named, we will begin making payments to the new Payee once we receive written notification at our Customer Service Office in Good Order of the new Payee. In addition, the Payee may change if:

- there is a change of Owner; or
- a Payee dies.

In either case, unless otherwise elected by the Owner in a written notice received at our Customer Service Office in Good Order, the Owner becomes the new Payee.

If we have reason to believe that the last surviving Annuitant is no longer living and any Guaranteed Period has ended or if we do not have the necessary information in order to make an Annuity Payment to any new Owner or Payee, we may suspend Annuity Payments until such time that the necessary information is received in Good Order at our Customer Service Office. Once such information is received, any suspended Annuity Payments will be paid to the Payee.

**Annuity Payment Options**

You may elect to receive Annuity Payments from one of the following options. On or after the Issue Date, you may not change the Annuitant(s), Annuity Commencement Date, Annuity Payment Option, guaranteed period or, in the case of a Joint Life Annuity with Survivor Benefit, the survivor percentage.

**Life Annuity without Guaranteed Period**

We will make Annuity Payments during the lifetime of the Annuitant. We do not guarantee a minimum number of Annuity Payments under this option. Payments stop upon the death of the Annuitant.

**Life Annuity with Guaranteed Period**

We will make Annuity Payments during the lifetime of the Annuitant. Payments are guaranteed for the number of full years chosen in the application. The Annuity Payment Guaranteed Period End Date is shown on the Contract Data page and cannot be changed. If the Annuitant dies before the Annuity Payment Guaranteed Period End Date, we will pay the balance of the payments for the remainder of that period, unless the Owner elects to be paid the present value of the current dollar amount of the then remaining guaranteed Annuity Payments for that period in a lump sum.

**Life Annuity with Refund Certain**

We will make Annuity Payments during the lifetime of the Annuitant. Payments are guaranteed until the amount of the accumulated Annuity Payments equals the Net Premium shown on the Contract Data page. The Annuity Payment Guaranteed Period End Date is shown on the Contract Data page and cannot be changed. If the Annuitant dies before the Annuity Payment Guaranteed Period End Date (the date the total Annuity Payments equals the Net Premium), we will pay the balance of the payments for the remainder of that period unless the Owner elects to be paid the then remaining guaranteed Annuity Payments for that period in a lump sum. If a Payment Acceleration Rider is attached to this contract and a payment acceleration is exercised under such rider, the full amount of any Annuity Payments accelerated rather than the actual accelerated Annuity Payment (which may be a lower present value amount) will be used when calculating the amount of total Annuity Payments that have been paid under this Annuity Payment Option.

**Period Certain Annuity**

We will make Annuity Payments for a fixed period of time. Payments will continue until the Annuity Payment Guaranteed Period End Date shown on the Contract Data page. This date cannot be changed. If the Annuitant dies before the Annuity Payment Guaranteed Period End Date, we will pay the balance of the payments for the remainder of that period, unless the Owner elects to be paid the present value of the current dollar amount of the then remaining guaranteed Annuity Payments for that period in a lump sum.

**Joint Life Annuity with Survivor Benefit**

We will make Annuity Payments while at least one of the Annuitants shown on the Contract Data page is living. Based on your selection, payments may have no guaranteed period or may have a guaranteed period. If a guaranteed period is elected, the Annuity Payment Guaranteed Period End Date is shown on the Contract Data page. This date cannot be changed. When the first of the Annuitants dies, if there is no guaranteed period, payments based on a percentage of the Annuity Payment in effect while both were living will continue for the lifetime of the surviving Annuitant. If there is a guaranteed period and the first of the Annuitants dies prior to the Annuity Payment Guaranteed Period End Date, payments will continue until the end of any applicable Annuity Payment Guaranteed Period End Date. Thereafter, Annuity Payments will be based on a percentage of the Annuity Payment in effect while both were living will continue for the lifetime of the surviving Annuitant. The Joint and Survivor Percentage is shown on the Contract Data page and cannot be changed. If both Annuitants die before the Annuity Payment Guaranteed Period End Date, we will pay the balance of the payments for the remainder of that period, unless the Owner elects to be paid the present value of the current dollar amount of the then remaining guaranteed Annuity Payments for that period in a lump sum.

**Annuity Payment Increase Benefit**

For certain Annuity Payment Options, you may choose to have Annuity Payments increase annually by a fixed percentage. If elected on the application, each year the amount of the increase in the Annuity Payment is determined by multiplying the Annuity Payment Increase Percentage shown on the Contract Data page by the prior year's Annuity Payment.

If a Joint Life Annuity With Survivor Benefit is elected, the amount of the Annuity Payment beginning on the Contract Anniversary occurring on or after the later of the Annuity Payment Guaranteed Period End Date or the date of the first Annuitant's death is calculated by multiplying (a) the Annuity Payment Increase Percentage by (b) the Annuity Payment after the adjustment described in the Joint Life Annuity with Survivor Benefit provision.

**Present Value of Remaining Payments Upon Death of Annuitant**

If the last surviving Annuitant dies prior to the Annuity Payment Guaranteed Period End Date, during the 6 month period beginning on the date we receive notice of such death (the "Election Period"), the Owner has the option to elect to receive all remaining guaranteed Annuity Payments in a lump sum. The present value of the remaining Annuity Payments will be determined as of the date we receive written request at our Customer Service Office in Good Order. For certain Annuity Payment Options, the lump sum payment will be the present value of the remaining Annuity Payments and as such will be for an amount less than the sum of the remaining Annuity Payments payable through the Annuity Payment Guaranteed Period End Date. The interest rate used to compute the present value of such remaining Annuity Payments will be the average of the Monthly Average of the Composite Yield on Seasoned Corporate Bonds, as published by Moody's Investor Service, Inc. or its successor for the 12 months preceding the calendar month ending one month before the first day of the month in which the request for the lump sum is received rounded to the nearest 1/20th of a percent, plus 1%.

During the Election Period, the Owner may request information on the calculation of the present value of any remaining Annuity Payments. Within 15 days of our receipt of such request, we will provide you with the following: (a) the present value of the remaining Annuity Payments; (b) an explanation of how the present value of the remaining Annuity Payments was calculated; (c) the current Replacement Ratio and (d) the paperwork necessary to process a lump sum payment request.

If you request to receive a lump sum payment of the present value of the remaining Annuity Payments prior to receiving the information described above, we will send the information to you within 15 days of our receipt of such request. You may then elect to receive the lump sum payment by submitting the completed paperwork in Good Order to our Customer Service Office. We will send you the lump sum payment within 15 days of our receipt of such paperwork.

**Beneficiary Restrictions**

The Owner shown on the Contract Data page as of Issue Date may designate that a Beneficiary who subsequently becomes an Owner under this contract cannot elect to receive the present value of remaining Annuity Payments in a lump sum. Such designation must be made in writing in Good Order, and may only be revoked by the written notice received at our Customer Service Office in Good Order by all Owners shown on the Contract Data page as of the Issue Date who are still living as of the date of the request for revocation. Upon the death of such Owner(s), a Beneficiary who then becomes an Owner will not be able to revoke this restriction.

## **4. GENERAL PROVISIONS**

**The Contract**

The entire contract consists of this contract and any attached endorsements and additional benefit riders. We rely upon the statements made by the applicant in issuing this contract. All statements made by the applicant are assumed to be true to the best knowledge and belief of the person(s) making them. These statements are representations and not warranties.

Only the President, a Vice President, or the Secretary of GIAC may make or modify this contract, and then only in writing. No agent is authorized to change this contract, waive any of our requirements or waive an answer to any question in the application(s).

We will not be bound by any promise or statement made by any agent or other person except as stated above.

We may at any time make a change in this contract to the extent that such change is required in order to make this contract conform with any law or regulation issued by a governmental authority to which it is subject.

**Age and Sex**

If the age or sex, if applicable, of an Annuitant has been misstated, we will adjust any benefit payable under this contract, based on the correct age and sex. Any overpayments we make because of such misstatement, with interest at 5% a year, compounded annually, will be charged against benefits falling due after the adjustment. If we make any underpayment because of such misstatement, we will pay the balance immediately, with interest at 5% a year, compounded annually.



**Proof of Age and Survival**

We have the right to require satisfactory proof in Good Order of the age of an Annuitant and that an Annuitant is living when a payment is contingent upon the Annuitant's survival. We have the right to discontinue Annuity Payments until we receive proof in Good Order at our Customer Service Office.

**Notice of Death**

We require that the death of an Annuitant, Owner or beneficiary must be reported to our Customer Service Office as soon as reasonably possible. We are entitled to recover any overpayments made to a payee due to the failure to provide timely notification of such death.

**Protection of Benefits**

To the extent permitted by law, the payments made under an Annuity Payment Option will not be subject to encumbrance, or to the claims of creditors or legal process.

**Communications with Us**

We receive all communications only at our Customer Service Office. Please include the contract number, full names of any Owner(s) and Annuitant, and each Owner's current address in all correspondence with us.

**Payments by Us**

Any payment by us under this contract is payable at our Customer Service Office.

**Nonparticipating**

This contract is not eligible for dividends and will not share in the surplus earnings of GIAC.

**Annuity Taxes**

In jurisdictions in which an annuity tax is payable when a premium payment is received, we will deduct the amount of tax payable prior to determining the Annuity Payment under this contract.

In jurisdictions that do not require payment of a tax, the above paragraph will not apply.



**The Guardian Insurance &  
Annuity Company, Inc.**

**Customer Service Office:  
[P.O. Box 26210  
Lehigh Valley, PA 18002-6210]**

**A Stock Company  
Incorporated in the  
State of Delaware**

**Individual Single Premium Immediate Annuity Contract**

- Single premium payable in accordance with contract provisions
- Annuity Payments begin on the Annuity Commencement Date
- Non-participating – No dividends payable

## PAYMENT ACCELERATION RIDER

This rider is made part of the contract to which it is attached. This rider provides for the option of electing to accelerate Annuity Payments under the Basic Contract. To the extent any provisions contained in this rider are contrary to or inconsistent with those of the Basic Contract, the provisions of this rider will control.

### Payment Acceleration Feature

While this rider is in effect, an Owner may elect to accelerate five monthly Annuity Payments at any time on or after the date the Owner attains age 59 ½ and receive those payments in one lump sum. The amount of the accelerated Annuity Payment will be the present value of the Annuity Payments being accelerated. The interest rate used to compute the present value of the accelerated Annuity Payment will be the Payment Acceleration Interest Rate shown on the Contract Data page. The present value of the Annuity Payments being accelerated will always be less than the sum of those payments and the higher the Payment Acceleration Interest Rate the lower the present value. The accelerated Annuity Payment will be paid on the next scheduled Annuity Payment date following receipt of the request for acceleration at our Customer Service Office in Good Order. The payment on that Annuity Payment date will consist of the accelerated Annuity Payment plus the regularly scheduled Annuity Payment.

We will stop scheduled Annuity Payments under the contract after the payment of the accelerated Annuity Payment is made. Scheduled Annuity Payments will resume on the Annuity Payment date next following the last Annuity Payment accelerated under this rider. Such scheduled Annuity Payments are not affected by the acceleration of the Annuity Payments described in this rider. Acceleration of Annuity Payments can occur only one time during the life of the Basic Contract.

You may request information on the accelerated Annuity Payment at any time. Within 15 days of our receipt of such request, we will provide you with the following: (a) the present value of the Annuity Payments being accelerated; (b) an explanation of how the present value of the Annuity Payments being accelerated was calculated; and (c) the paperwork necessary to process the request.

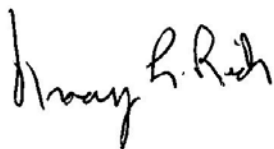
If you request to receive the accelerated Annuity Payment prior to receiving the information described above, we will send the information to you within 15 days of our receipt of such request. You may then elect to receive the accelerated Annuity Payment by submitting the completed paperwork in Good Order to our Customer Service Office.

### Termination

This rider terminates on the earliest of the following:

- the date the Basic Contract terminates; or
- six months prior to the Annuity Payment Guaranteed Period End Date shown on the Contract Data page; or
- the date an acceleration request under this rider is processed.

**The Guardian Insurance & Annuity Company, Inc.**



**Secretary**

**The Guardian Guaranteed Income Annuity II<sup>SM</sup>**  
**Single Premium Immediate Annuity**



The Guardian Insurance & Annuity Company, Inc. (GIAC) Domiciled in Delaware  
Customer Service Office: 3900 Burgess Place, 3 South, Bethlehem, PA 18017

Instructions: Send completed application and check made payable to The Guardian Insurance & Annuity Company, Inc. to the mailing address on Page 5.

**1. CONTRACT TYPE**

Check either Non-Qualified or one of the Qualified Contract Types:

☒ Non-Qualified (NQ) ☐ Traditional IRA ☐ Roth IRA ☐ Roth Conversion IRA ☐ Custodial IRA (Traditional or Roth)

**2. PREMIUM PAYMENT**

Single Premium Payment: \$ 10,000. (Minimum single premium is \$10,000)

Payment Method: ☒ Check (payable to GIAC) ☐ Wire ☐ 1035 Exchange ☐ Rollover ☐ Direct Transfer ☐ CD/Mutual Fund Transfer

☐ Check here if multiple contributions will be received by GIAC as your Single Premium Payment and indicate the number of contributions you expect to submit here: \_\_\_\_\_. I hereby authorize GIAC to delay issuance of my contract until the earlier of (i) the 60th day after receipt by GIAC of this application in good order, in the amount of all monies received by GIAC on or before such date, or (ii) upon receipt of all monies constituting the Single Premium Payment amount. No interest will accrue on any monies received before the issue date and my payment will not be otherwise adjusted. If the box is **not** checked, my contract will be issued immediately upon receipt of the first payment. Any subsequent payments will require a new application.

**3. ANNUITY PAYMENT OPTION**

**A. Choose One:** ☐ Single Life  
☐ Joint Life Annuity with Survivor Benefit (Two annuitants must be named)  
Choose %: ☒ 50% ☐ 66 2/3% ☐ 75% ☐ 100% ☐ Other \_\_\_\_\_ % (whole % only)

**B. Choose One:** ☐ Life Annuity **WITHOUT** Guaranteed Period  
☐ Life Annuity with Guaranteed Period - Years (Choose one):  
☐ 5 ☐ 10 ☐ 15 ☐ 20 ☐ Other (whole years between 5 and 20 years) \_\_\_\_\_  
☐ Life Annuity with Refund Certain (not available with Joint Life Annuity with Survivor Benefit)  
☐ Period Certain Only (not available with Joint Life Annuity with Survivor Benefit) - Years (Choose one):  
☐ 5 ☐ 10 ☐ 15 ☐ 20 ☐ Other (whole years between 5 and 20 years) \_\_\_\_\_

**C. Annuity Payment Increase Benefit (Optional)** (NOT available if "Period Certain Only" or "Life Annuity with Refund Certain" are elected above)

**Choose One:** I elect a ☐ 1% ☐ 2% ☐ 3% ☐ 4% ☐ 5% compound interest annuity payment increase and have received an illustration reflecting how my choice will impact my annuity payments.

Choosing any of these options will result in a lower initial annuity payment.

**D. Payment Frequency** (Choose One): ☒ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually

**E. First Payment Date:** 11/01/2011 (No sooner than one calendar month after issue. If no date is indicated the default will be one modal period after issue.)  
mm/dd/yyyy

**4. ACCOUNT REGISTRATION**

**Owner** Check One: ☒ Male ☐ Female ☐ Trust (Complete the Non-Qualified Trust Certification form.) ☐ Custodial IRA (Traditional or Roth)

Name John Doe	SS# or Tax ID# 123 45 6789	Date of Birth (mm/dd/yyyy) 12/15/1970	
Primary Residential Address (No P.O. Box) 45 Main Street	City Anytown	State PA	Zip 12345
Mailing Address (Required if different from primary residential address)	City	State	Zip
E-mail JDoe@hotmail.com		Daytime Telephone (123) 222-3456	

**Joint Owner** (If any - not available for Qualified Contracts) Check One: ☐ Male ☐ Female

Name	SS# or Tax ID#	Date of Birth (mm/dd/yyyy)	
Primary Residential Address (No P.O. Box)	City	State	Zip
Mailing Address (Required if different from primary residential address)	City	State	Zip
Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other _____	E-mail	Daytime Telephone	

**4. ACCOUNT REGISTRATION (Continued)****Annuitant** (Complete only if different from **Owner**, above) Check One: ☐ **Male** ☐ **Female**

Name		SS# or Tax ID#		Date of Birth (mm/dd/yyyy) (Proof may be required)	
Primary Residential Address (No P.O. Box)		City		State	Zip
Mailing Address (Required if different from primary residential address)		City		State	Zip
Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other _____		E-mail		Daytime Telephone	

**Second Annuitant** (**Must** complete if Joint Life Annuity with Survivor Benefit is chosen above) Check One: ☐ **Male** ☐ **Female**

Name		SS# or Tax ID#		Date of Birth (mm/dd/yyyy) (Proof may be required)	
Primary Residential Address (No P.O. Box)		City		State	Zip
Mailing Address (Required if different from primary residential address)		City		State	Zip
Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other _____		E-mail		Daytime Telephone	

**5. BENEFICIARY** (If Joint Life with Survivor Benefit is elected in Section 3A, above, the second annuitant must be the sole primary beneficiary.)

The percentage allocated to primary and contingent beneficiaries must each add up to 100%.

☐ A separate sheet (signed and dated) listing additional beneficiaries is attached.

Primary Beneficiary Name/Address		Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
Jane Doe, 45 Main Street, Anytown, PA 12345		spouse	100	789 67 4321	1/15/68
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth

When purchasing a joint annuity, spouse **must** be the primary beneficiary.**6. BENEFICIARY RESTRICTIONS (Optional)**☐ Check here if you wish to restrict your beneficiary's rights under the contract.

If you elect this option, the beneficiary may not elect to receive the present value of the remaining guaranteed annuity payments (if any) in a lump sum.

**7. SPECIAL PAYMENT INSTRUCTIONS (Optional)**

A voided check pre-printed with the Owner's name as shown in the Account Registration section, above, must be on file with GIAC or attached to a request for direct deposit. By completing this section and signing in the Signature section, below, (i) I hereby authorize GIAC to deposit annuity payments from this contract to the designated account; and (ii) I understand that in the event an overpayment(s) should be credited to the account, I hereby authorize GIAC to initiate, if necessary, debit entries and adjustments for any credit entries. Election of direct deposit and/or designation of a third party payee for annuity payments will remain in effect until GIAC receives further written instructions from the Owner or until direct deposit is discontinued by owner's financial institution. Contact GIAC Customer Service for detailed information on the Direct Deposit and/or third party payee program, including how to cancel the program.

**7.a Direct Deposit****Account Type** (Choose one): ☐ Checking ☐ Savings ☐ Other

Bank/Institution Name
Telephone Number (optional)
Routing Number
Account Number

**7.b Third Party Payee Instructions**

Institution or Individual Name	Payee SSN
Address (Street Address, no P.O. Boxes)	
Telephone Number (optional)	
Routing Number	
Account Number	

## 8. REPLACEMENT INFORMATION (REQUIRED)

### IMPORTANT - THIS SECTION MUST BE COMPLETED IN FULL

Do you have an existing life insurance policy or annuity contract?

☐ Yes ☒ No

**Note:** If you answer "Yes" to this question, certain states require you to complete and submit an Important Notice form with the application for **each** contract being applied for under this application

Is this annuity intended to replace all or part of any other annuity contract or life insurance policy?

☐ Yes ☒ No

**Note:** If you answer "Yes" to this question, complete any replacement forms required by the applicable state. Also, provide the information below on all contracts or policies to be replaced (attach a separate sheet if necessary).

Insurer Name	Owner Name	Contract/Policy #
Insurer Name	Owner Name	Contract/Policy #
Insurer Name	Owner Name	Contract/Policy #

## 9. CONTRACT STATE (Required if signing this application in a state other than your state of primary residence)

The contract state is your state of primary residence (Owner's primary residential address from Section 4) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of signing. ☐ I work or conduct business in the state of signing.

If none of the above apply, the application must be signed in your state of primary residence.

## 10. WITHHOLDING ELECTION & IMPORTANT TAX NOTIFICATION

**If you do not complete this section, GIAC will automatically withhold federal income taxes and any mandatory state income taxes from your annuity payment(s), reducing the amount sent to you.**

☒ I DO NOT want income tax withheld.

☐ I DO want income tax withheld.

• Withhold \_\_\_\_\_% federal income tax\*

• Withhold \_\_\_\_\_% state income tax\*\*

GIAC and its affiliates, subsidiaries, employees and agents do not provide tax or legal advice. Tax laws and regulations are complex and subject to change. For complete information about your specific situation, consult your attorney or tax advisor. ■ The taxable portion of a payment from an annuity contract is considered ordinary income for tax purposes. GIAC is required to withhold federal taxes (and state taxes where applicable) from any annuity payment, unless you opt out of income tax withholding and provide your social security or tax ID number. ■ Even if you elect not to have federal income tax withheld, you are liable for payment of federal income tax on the taxable portion of your annuity payment and GIAC is obligated to report this information both to you and to the Internal Revenue Service (IRS). If your payment of estimated tax and withholding, if any, is not adequate, you may also be subject to penalties under the estimated tax payment rules. ■ If you are a U.S. citizen/legal resident/resident alien and the withdrawal check is sent outside the United States, GIAC is required to withhold federal tax. ■ 30% federal income tax withholding applies to non-resident aliens unless they properly complete Form W-8BEN and treaty provisions pertaining to their country of residence provide for a different withholding amount.

\* If you do not select a federal income tax withholding percentage or if you designate less than 10% above, GIAC will withhold the minimum amount required by current federal law, which is 10%. GIAC does not withhold taxes from or provide tax reporting on Custodial IRA contracts. Additional restrictions may apply.

\*\* State income tax withholding requirements vary depending on your state of primary residence at the time of the payment. States fall into one of the following four categories:

- 1) Certain states require state income tax withholding if federal income tax is withheld. In these states, if you indicate a federal income tax withholding percentage and you do not indicate a state income tax withholding percentage above, GIAC will withhold our standard default withholding percentage unless you specify a different percentage other than zero.
- 2) Certain other states require state income tax withholding if federal income tax is withheld unless you specifically elect to have no state tax withheld.
  - a. In these states, if you indicate a federal income tax withholding percentage and you indicate a state income tax withholding percentage above, GIAC will withhold the state income tax amount specified.
  - b. In these states, if you indicate a federal income tax withholding percentage and you do not indicate a state income tax withholding percentage or you indicate zero percentage above, GIAC considers this electing out of state income tax withholding and will not withhold state income taxes.

(Continued)

## 10. WITHHOLDING ELECTION & IMPORTANT TAX NOTIFICATION (Continued)

- 3) Some states allow voluntary state income tax withholding. In these states, if you indicate a federal income tax withholding percentage and you indicate a state income tax withholding percentage above, GIAC will withhold the state income tax amount specified.
- 4) Some states do not accept state income tax withholding. In these states, we will not withhold state income tax regardless of the instruction you have provided above.

To determine the requirements in your state, consult your tax advisor. For a list of GIAC's standard state withholding guidelines, visit our website at [www.guardianinvestor.com/public/products/statetaxwithholding.aspx](http://www.guardianinvestor.com/public/products/statetaxwithholding.aspx) or contact GIAC Customer Service at [1-800-221-3253, Option 1,0.]

## 11. SIGNATURES (REQUIRED)

### Fraud Warnings

**FOR RESIDENTS OF ARKANSAS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**FOR RESIDENTS OF DISTRICT OF COLUMBIA (WASHINGTON D.C.):** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**FOR RESIDENTS OF FLORIDA:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

### Acknowledgements

**As owner of this annuity, I represent the following:** (1) To the best of my knowledge and belief, all statements in this application are complete and true and were correctly recorded; (2) I understand that the contract applied for will not begin until the later of: (a) contract issue, or (b) GIAC's receipt of the contract premium; (3) I understand that the first annuity payment will be sent to me either [30 days, three months, six months, or one year] (correlating to the payment frequency I selected) after contract issue; (4) I understand that GIAC has the unilateral right to determine if any contract can be issued and that only GIAC can waive or modify any terms of this application or any GIAC contract requirements; (5) I acknowledge that I have received a marketing brochure with this application and have had an opportunity to ask my agent questions about the annuity payment options and other contract features available to me; (6) I understand that an illustration is available to show me how my choices will impact my annuity payments; and (7) if I have chosen the optional Annuity Payment Increase Benefit, I have received an illustration reflecting how my choice will impact my annuity payments.

**I further understand that federal law requires all financial institutions to obtain and record information that identifies each person who applies for an annuity. To meet this requirement GIAC asks for my name, social security number, street address, date of birth and other information to verify my identity. Failure to provide this information could result in the annuity contract not being issued.**

**By my signature, I certify, under penalties of perjury, that (i) if I do not elect Income Tax Withholding above, I am not subject to back-up withholding either because I have not been notified that I am subject to back-up withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to back-up withholding, (ii) the social security number or taxpayer identification number shown on this application is my correct number, and (iii) I am a U.S. citizen, U.S. resident alien, or other U.S. person. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.**

Signature of Owner / Authorized Person <b>X John Doe</b>		Signature of Joint Owner (if any) <b>X</b>
Signed at City Anytown	State PA	Date 11/01/11

## 12. AGENT/REGISTERED REPRESENTATIVE SIGNATURE (REQUIRED)

As Agent/Registered Representative, I certify witnessing the Owner(s) signature(s) on this application and that the answers to the following questions are true to the best of my knowledge and belief.

Does this applicant have an existing life insurance policy or annuity contract?

☐ Yes ☒ No

Is this annuity intended to replace all or part of any other annuity contract or life insurance policy?

☐ Yes ☒ No

### Annuity Payment Lock (optional)

☐ Yes, this application has been signed within 7 days of the attached illustration. (You must attach a dated Guardian Guaranteed Income Annuity II<sup>SM</sup> illustration.)

**Producer Certification:** By my signature, I hereby certify that I have used only GIAC-approved sales material in connection with this sale and that copies of sales materials used were left with the applicant.

Print Name of Agent/Registered Representative		Split _____ %		Print Name of Broker/Dealer				
Signature of Agent/Registered Representative <b>X</b> Jack Smith				Branch Office Street Address				
E-mail		Branch No./R.R. No.		Branch Office		City	State	Zip
State License # (For Florida Agents Only)				Tel.		Fax		

Print Name of Co-Agent/Registered Representative (If any)		Split _____ %	
E-mail		Branch No./R.R. No.	
State License # (For Florida Agents Only)			

**Note: Include each Agent/Registered Representative's full name and R.R. No. and % commission split (if applicable). We cannot process team codes.**

<b>Send completed application and check (payable to The Guardian Insurance &amp; Annuity Company, Inc.) to:</b>	<b>Regular Mail:</b> The Guardian Insurance & Annuity Company, Inc. Retirement Solutions P.O. Box 26210 Lehigh Valley, PA 18002-6210	<b>Express Mail:</b> The Guardian Insurance & Annuity Company, Inc. Retirement Solutions 3900 Burgess Place, 3 South Bethlehem, PA 18017
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<i>SERFF Tracking Number:</i>	<i>GARD-127623251</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Insurance &amp; Annuity Company</i>	<i>State Tracking Number:</i>	<i>49899</i>
	<i>Inc.</i>		
<i>Company Tracking Number:</i>	<i>11-SPIA</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
	<i>Variable</i>		
<i>Product Name:</i>	<i>SPIA 2011</i>		
<i>Project Name/Number:</i>	<i>SPIA 2011/11-SPIA</i>		

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachments:</b>		
Certificate of Compliance.pdf		
Readabiity.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b>		
the application for approval is on the Form schedule		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Life & Annuity - Acturial Memo		
<b>Comments:</b>		
<b>Attachment:</b>		
11-SPIA AM.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of variability		
<b>Comments:</b>		
<b>Attachments:</b>		
Statement of Variable Material for Form 11-SPIA.pdf		
Statement of Variable Material for Form EB-016183.pdf		

	<b>Item Status:</b>	<b>Status</b>
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<i>SERFF Tracking Number:</i>	<i>GARD-127623251</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Insurance &amp; Annuity Company</i>	<i>State Tracking Number:</i>	<i>49899</i>
	<i>Inc.</i>		
<i>Company Tracking Number:</i>	<i>11-SPIA</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
	<i>Variable</i>		
<i>Product Name:</i>	<i>SPIA 2011</i>		
<i>Project Name/Number:</i>	<i>SPIA 2011/11-SPIA</i>		

**Date:**

**Satisfied - Item:** Appendix A

**Comments:**

**Attachment:**

AR Appendix A.pdf



**Certificate of Compliance with Arkansas  
Rules and Regulations 19 and 49**

Insurer: The Guardian Insurance & Annuity Company, Inc.

Form Number(s):

<b><u>Form Number</u></b>
11- SPIA
11- PAR
EB-016183

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rules and Regulations 19 and 49.

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Signature of Company Officer

Name: Pete Diggins

Title: Director, Individual Life – Product Filings and Compliance

Date: September 13, 2011



**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** The Guardian Insurance and Annuity Company, Inc.

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<u>Form Title</u>	<u>Form Number</u>	<u>Flesch Score</u>
Single Premium Immediate Annuity Contract	11-SPIA	51.5
Payment Acceleration Rider	11-PAR	50
Single Payment Immediate Annuity Application	EB-016183	45

Name: Pete Diggins  
Title: Director, Individual Life  
Date: September 26, 2011

# The Guardian Insurance & Annuity Company, Inc.

## Statement of Variable Material for Form 11-SPIA

Our submission of the above form for approval in your state includes a number of areas in the form that have been bracketed as variable. Some fields are variable because they include “John Doe” related information, which means the value varies by each contract, while other areas are considered variable to allow changes for future contracts without requiring the form to be resubmitted for approval.

Variable	Description	Page	Range of Data, if applicable, or explanation of data
Variable 1	Owner	3	Name of the Owner will be shown in this field.
Variable 2	Joint Owner	3	If applicable, the name of any joint Owner will appear in this field. If there is no named joint Owner, this section will not appear.
Variable 3	Annuitant(s)	3	Name of Annuitant will appear in this field. If a Joint Life Annuity with Survivor Benefit is elected then both Annuitants' names are shown.
Variable 4	Age and sex	3	The age and sex of the Owner, joint Owner, Annuitant(s), as applicable, will appear in these fields.
Variable 5	Contract Number	3	This is a unique number which identifies the contract in our administrative systems and for correspondence with the Owner.
Variable 6	Issue Date	3	This is the date the Contract is issued and becomes effective.
Variable 7	Annuity Commencement Date	3	The Annuity Commencement Date appears here. This date is elected by the Owner at the time of application. It is 1-13 months from the date of issue.
Variable 8	Payee(s)	3	This is the name of the Payee(s) elected in the initial application. If no alternate Payee is chosen, the Owner is the default and will appear in this field.
Variable 9	Primary Beneficiary	3	This is the name of the Primary Beneficiary(ies) elected in the initial application. If no Primary Beneficiary is elected “None” will appear in this field.
Variable 10	Contingent Beneficiary	3	This is the name(s) of the Contingent Beneficiary(ies) elected in the initial application. If no Contingent Beneficiary is named, this field will not appear.
Variable 11	Contract Type	3	<p>This field will include the type of plan that the product was sold in. The possible values for this field are: NON-QUALIFIED, INDIVIDUAL RETIREMENT ACCOUNT, ROTH IRA, ROTH CONVERSION IRA, CUSTODIAL IRA (ROTH AND TRADITIONAL)</p> <p>This range will also include any changes in IRS Code which creates/revises a Qualified plan for which we may use this fixed annuity.</p>
Variable 12	Contract Name	3	<p>The marketing name of the contract will be shown in this field. The current marketing name is: The Guardian Guaranteed Income Annuity.</p> <p>If the marketing name changes, we will update this field to include the new marketing name.</p>
Variable 13	Single Premium	3	This field will show the single premium payment made under the contract.
Variable 14	Annuity Tax	3	This field will appear only in jurisdictions that have an Annuity Tax. If applicable, the dollar amount of that tax will appear in this field.
Variable 15	Net Premium	3	This amount is the single premium less any annuity tax.
Variable 16	Annuity Payment Option	3	<p>The name of the Annuity Payment Option will appear in this field. The list of current annuity payment options are:</p> <p>* Life Annuity without Guaranteed Period</p>

			<ul style="list-style-type: none"> <li>* Life Annuity with Guaranteed Period</li> <li>* Life Annuity with Refund Certain</li> <li>* Period Certain Annuity</li> <li>* Joint Life Annuity with Survivor Benefit and Guaranteed Period</li> <li>* Joint Life Annuity with Survivor Benefit and No Guaranteed Period</li> </ul> <p>We will revise/add/delete based on the options that are currently available under the contract.</p>
Variable 17	Guaranteed Period	3	This is the guaranteed period elected by the owner on the application. This means that the annuity payments would be guaranteed to be paid for that period of time regardless of whether the annuitant is alive. This field will only appear when a payment option is elected that has a guaranteed period. The current values can be between 1 and 20. The range of values is 1-50.
Variable 18	Joint and Survivor Percentage	3	This section will only appear if the Joint Life Annuity with Survivor Benefit is elected. The percentage of the survivor benefit is shown in this field. This can be any whole number percentage between 5% and 100%.
Variable 19	Annuity Payment Amount	3	This is the dollar amount of the annuity payments at issue.
Variable 20	Annuity Payment Frequency	3	This is the frequency of annuity payments. Currently, this can be monthly, quarterly, semi-annual or annual. We may add new frequencies or remove existing frequencies. The range of values would be no more frequent than monthly or less frequent than annual.
Variable 21	Annuity Payment Guaranteed Period End Date	3	This is the date on which any guaranteed period applicable to an Annuity Payment Option ends. If the annuity payment option elected does not contain a guaranteed period then this field will not appear.
Variable 22	Annuity Payment Increase Percentage	3	If the Annuity Payment Increase Benefit is elected on the application then the percentage of the increase is shown in this field. The current percentages are 3% and 5%. The range for this field is 1%-7%.
<b>ADDITIONAL BENEFIT ENDORSEMENTS/RIDERS – Each of the variables in this section will only appear if the benefit is either elected by the Owner or are automatically included in all contracts. In the case of the endorsements that are automatically included in all contracts, they will appear in all contracts unless we decide to no longer make these endorsements available to newly issued contracts. Then all newly issued contracts would not receive the endorsement. If there are no riders or endorsements attached to the contract, this section will not appear.</b>			
Variable 23	Payment Acceleration Rider	3	If based on the Annuity Payment Option elected, the contract is entitled to get this rider, then Payment Acceleration Rider will appear in this field.
Variable 23.1	Payment Acceleration Interest Rate	3	The payment acceleration interest rate is the pricing interest rate plus 1. The range is 1-15%.
Variable 24	Annuity Payment Frequency	3	This will show the income for payment frequency not elected at issue. The payment frequencies are monthly, quarterly, semi-annual and annual. The ones that are not selected in Variable 20 will be shown with the appropriate income.
Variable 25	CSO Phone Number	3	This is the phone number that is used to contact GIAC in case the Owner has a question related to the contract.
Variable 26	CSO Address	3	This is the address that is used to contact GIAC in case the Owner has a question related to the contract. We provide a PO Box address for the regular mail and a street address for overnight delivery. For regular mail, the current address is PO Box 26210, Lehigh Valley, PA 18002-6210. For overnight delivery, the current address is 3900 Burgess Place, Bethlehem, PA 18017.

Variable 27	CSO Address Cover	Front Cover	This is the address that is used to contact GIAC in case the Owner has a question related to the contract. It is currently PO Box 26210, Lehigh Valley, PA 18002-6210.
Variable 28	Officer signatures	Front Cover	These are the signatures of the President and Secretary of GIAC. If the company officer changes, the signature of the new officer will appear in this field.
Variable 29	Free Look Period	Front Cover	This is on the contract's front cover in the Free Look Period provision. In many states, if the contract is issued as the result of a replacement, the free look period must be longer than normal, e.g., 20 or 30 days. If necessary in your state, we will change the free look period to the correct number of days for policies issued as a result of replacement. However, this will never be less than 10 days.
Variable 30	Home Office Address	Front Cover	This is on the contract's front cover in the paragraph just above the officers' signatures. The address is currently 1209 Orange Street, Wilmington, DE 19801.

## CONTRACT DATA

<b>OWNER</b>	Variable 1	<b>AGE –SEX</b>
<b>[JOINT OWNER]</b>	Variable 2	Variable 4
<b>ANNUITANT(S)</b>	Variable 3	Variable 4
	Variable 3	Variable 4
<b>CONTRACT NUMBER</b>	Variable 5	
<b>ISSUE DATE</b>	Variable 6	
<b>ANNUITY COMMENCEMENT DATE</b>	Variable 7	
<b>PAYEE(S)</b>	Variable 8	
<b>PRIMARY BENEFICIARY</b>	Variable 9	
<b>[CONTINGENT BENEFICIARY]</b>	Variable 10	
<b>CONTRACT TYPE</b>	Variable 11	
<b>CONTRACT NAME</b>	Variable 12	

\* AGE IS BASED ON THE NEAREST BIRTHDAY OF THE ANNUITANT(S) AS OF THE ANNUITY COMMENCEMENT DATE.

<b>SINGLE PREMIUM</b>	Variable 13
<b>[LESS STATE ANNUITY TAX</b>	Variable 14]
<b>NET PREMIUM</b>	Variable 15

<b>ANNUITY PAYMENT OPTION</b>	Variable 16
<b>[GUARANTEED PERIOD</b>	Variable 17]
<b>[JOINT AND SURVIVOR PERCENTAGE</b>	Variable 18]

<b>ANNUITY PAYMENT AMOUNT</b>	Variable 19
<b>ANNUITY PAYMENT FREQUENCY</b>	Variable 20
<b>[ANNUITY PAYMENT GUARANTEED PERIOD END DATE</b>	Variable 21]

**[ANNUITY PAYMENT INCREASE PERCENTAGE** Variable 22]

### [ADDITIONAL BENEFIT ENDORSEMENTS/RIDERS

- Variable 23
- Variable 23.1

See the applicable endorsement/rider form for additional information regarding these endorsements/riders.]

The following Annuity Payment Amounts apply to other Annuity Payment Frequencies. See the Annuity Payments provision of this contract for information on when you may elect a different Annuity Payment Frequency.

Variable 24

To obtain information about your contract you may call your agent or contact our Customer Service Office by telephone at Variable 25 or by mail sent to one of the following addresses:

Variable 26



ANNUITANT  
CONTRACT NUMBER

Variable 3  
Variable 5

Variable 4  
Variable 6

AGE AND SEX  
ISSUE DATE



**THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.**  
A Stock Company Incorporated in the State of Delaware  
**Customer Service Office:**  
Variable 27

**Read this contract carefully.** This contract is a legal contract between the Owner and The Guardian Insurance & Annuity Company, Inc. (GIAC).

GIAC will make Annuity Payments in accordance with the provisions of this contract. The entire contract consists of the Basic Contract and any attached endorsements and additional benefit riders. This contract is issued by GIAC at its Customer Service Office on the Issue Date. GIAC's home office is Variable 30. **However, GIAC receives all communications at its Customer Service Office shown on the Contract Data Page.**

Variable 28

On the Annuity Commencement Date, GIAC will begin to make scheduled Annuity Payments. Benefits depend on the Net Premium and the Annuity Payment Option elected.

**FREE LOOK PERIOD:**

The Owner has the right to examine this contract and return it for cancellation to our Customer Service Office or to the agent from whom it was purchased within Variable 29 days after receiving it. The contract and a cancellation notice must be delivered or mailed to cancel this contract. Any notice given by mail is effective upon being postmarked, properly addressed, and postage prepaid. If this contract is returned during this period, we will refund the single premium paid less any Annuity Payments previously paid. The contract will be void from the beginning.

**Individual Single Premium Immediate Annuity Contract**

- Single premium payable in accordance with contract provisions
- Annuity Payments begin on the Annuity Commencement Date
- Non-participating – No dividends payable

# **The Guardian Insurance & Annuity Company, Inc.**

## **Statement of Variable Material for Filing of Application EB-016183**

The following describes the variable data in the above application form. The areas where the variables appear within the applications attached to this submission are bracketed. For the application referred to above, the following are being filed as variable:

### **Variable 1 - Product Name**

The marketing name of the product that the applications will be used to apply for is shown in this area. We are considering this as variable data since we would like to have the ability to change the marketing name of the product without resubmitting the application. The current name is The Guardian Guaranteed Income Annuity II.

### **Variable 2 - Customer Service Office Address**

This is the mailing address of our Customer Service Office used to correspond with the company. We are considering this as variable data since we would like to have the ability to change the address of the company without resubmitting the applications. The current CSO address is 3900 Burgess Place, 3 South, Bethlehem, PA 18017.

### **Variable 3 - Contract Type**

We are considering this section to be variable so that if there are any changes to the markets in which the product will be used without the application forms being refiled. The reason for any change would have to do with tax code changes which would either change/add/remove certain types of qualified plans that will be available for this product.

### **Variable 4 - Premium Payment**

We have bracketed the minimum premium payment since we would like to have the ability to change the minimum premium amount without resubmitting the applications. The reason for any change may be due to market and/or competitive conditions. The current value is \$10,000. The range of values for each of these amounts is \$5,000-\$50,000.

### **Variable 5 - Annuity Payment Option**

This section is where the owner elects the type of annuity payment option for their contract. We have bracketed the options so that we can add/delete/change the options that are available under the contract to which this application is used to apply.

In addition, we have bracketed options under Section C, which relate to the optional payment increase benefit. The current options are 1%, 2%, 3%, 4% and 5%. We would like to be able to change the options available by adding/removing/changing the percentage options that are available under the contract.

### **Variable 6 – Account Registration**

We have bracketed the non-natural owners (Trust and Custodial IRA). We would like to be able to change the options available by adding/removing/changing the types of non-natural owners that are available under the contract.

### **Variable 7 - Withholding Election & Important Tax Notification**

We have bracketed the website address and customer service telephone number where the owner can get information related to the withholding elections. The current website address is [www.guardianinvestor.com/public/products/statetaxwithholding.aspx](http://www.guardianinvestor.com/public/products/statetaxwithholding.aspx) and the phone number is 1-800-221-3253, Option 1, 0.

### **Variable 8 - Acknowledgements section**

We have bracketed the annuity payment frequencies in the acknowledgement paragraph. This is so that if we decide to offer other frequencies then we can update to include the new/revised frequencies. The current language is 30 days, three months, six months or one year. The range of values is no more frequent than 30 days and no less frequent than 1 year.

### **Variable 9 - Agent/Registered Representative Signature**

We have bracketed the Regular Mail address used to correspond with the company, and the Express Mail address that is used to correspond via overnight mail with the company. We are considering this as variable data since we would like to have the ability to change the addresses without resubmitting the applications. The current Regular Mail address is P.O. Box 26210, Lehigh Valley, PA 18002-6210 and the current Express Mail address is 3900 Burgess Place, 3 South, Bethlehem, PA 18017.

**The Guardian Guaranteed Income Annuity II<sup>SM</sup>**  
**Single Premium Immediate Annuity**

Variable 2



The Guardian Insurance & Annuity Company, Inc. (GIAC) Domiciled in Delaware  
Customer Service Office: 3900 Burgess Place, 3 South, Bethlehem, PA 18017

Variable 1

Instructions: Send completed application and check made payable to The Guardian Insurance & Annuity Company, Inc. to the mailing address on Page 5.

**1. CONTRACT TYPE**

Variable 3

Check either Non-Qualified or one of the Qualified Contract Types:

☒ Non-Qualified (NQ) ☐ Traditional IRA ☐ Roth IRA ☐ Roth Conversion IRA ☐ Custodial IRA (Traditional or Roth)

**2. PREMIUM PAYMENT**

Single Premium Payment: \$ 10,000. (Minimum single premium is \$10,000)

Variable 4

Payment Method: ☒ Check (payable to GIAC) ☐ Wire ☐ 1035 Exchange ☐ Rollover ☐ Direct Transfer ☐ CD/Mutual Fund Transfer

☐ Check here if multiple contributions will be received by GIAC as your Single Premium Payment and indicate the number of contributions you expect to submit here: \_\_\_\_\_. I hereby authorize GIAC to delay issuance of my contract until the earlier of (i) the 60th day after receipt by GIAC of this application in good order, in the amount of all monies received by GIAC on or before such date, or (ii) upon receipt of all monies constituting the Single Premium Payment amount. No interest will accrue on any monies received before the issue date and my payment will not be otherwise adjusted. If the box is **not** checked, my contract will be issued immediately upon receipt of the first payment. Any subsequent payments will require a new application.

**3. ANNUITY PAYMENT OPTION**

**A. Choose One:** ☐ Single Life

☐ Joint Life Annuity with Survivor Benefit (Two annuitants must be named)

Choose %: ☒ 50% ☐ 66 2/3% ☐ 75% ☐ 100% ☐ Other \_\_\_\_\_ % (whole % only)

Variable 5

**B. Choose One:**

☐ Life Annuity **WITHOUT** Guaranteed Period

☐ Life Annuity with Guaranteed Period - Years (Choose one):

☐ 5 ☐ 10 ☐ 15 ☐ 20 ☐ Other (whole years between 5 and 20 years) \_\_\_\_\_

☐ Life Annuity with Refund Certain (not available with Joint Life Annuity with Survivor Benefit)

☐ Period Certain Only (not available with Joint Life Annuity with Survivor Benefit) - Years (Choose one):

☐ 5 ☐ 10 ☐ 15 ☐ 20 ☐ Other (whole years between 5 and 20 years) \_\_\_\_\_

**C. Annuity Payment Increase Benefit (Optional)** (NOT available if "Period Certain Only" or "Life Annuity with Refund Certain" are elected above)

**Choose One:** I elect a ☐ 1% ☐ 2% ☐ 3% ☐ 4% ☐ 5% compound interest annuity payment increase and have received an illustration reflecting how my choice will impact my annuity payments.

Choosing any of these options will result in a lower initial annuity payment.

**D. Payment Frequency** (Choose One): ☒ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually

**E. First Payment Date:** 11/01/2011 (No sooner than one calendar month after issue. If no date is indicated the default will be one modal period after issue.)  
mm/dd/yyyy

**4. ACCOUNT REGISTRATION**

Variable 6

**Owner** Check One: ☒ Male ☐ Female ☐ Trust (Complete the Non-Qualified Trust Certification form.) ☐ Custodial IRA (Traditional or Roth)

Name <b>John Doe</b>	SS# or Tax ID# <b>123 45 6789</b>	Date of Birth (mm/dd/yyyy) <b>12/15/1970</b>	
Primary Residential Address (No P.O. Box) <b>45 Main Street</b>	City <b>Anytown</b>	State <b>PA</b>	Zip <b>12345</b>
Mailing Address (Required if different from primary residential address)	City	State	Zip
E-mail <b>JDoe@hotmail.com</b>		Daytime Telephone <b>(123) 222-3456</b>	

**Joint Owner** (If any - not available for Qualified Contracts) Check One: ☐ Male ☐ Female

Name	SS# or Tax ID#	Date of Birth (mm/dd/yyyy)	
Primary Residential Address (No P.O. Box)	City	State	Zip
Mailing Address (Required if different from primary residential address)	City	State	Zip
Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other _____	E-mail	Daytime Telephone	

**4. ACCOUNT REGISTRATION (Continued)****Annuitant** (Complete only if different from **Owner**, above) Check One: ☐ **Male** ☐ **Female**

Name		SS# or Tax ID#		Date of Birth (mm/dd/yyyy) (Proof may be required)	
Primary Residential Address (No P.O. Box)		City		State	Zip
Mailing Address (Required if different from primary residential address)		City		State	Zip
Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other _____		E-mail		Daytime Telephone	

**Second Annuitant** (Must complete if Joint Life Annuity with Survivor Benefit is chosen above) Check One: ☐ **Male** ☐ **Female**

Name		SS# or Tax ID#		Date of Birth (mm/dd/yyyy) (Proof may be required)	
Primary Residential Address (No P.O. Box)		City		State	Zip
Mailing Address (Required if different from primary residential address)		City		State	Zip
Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other _____		E-mail		Daytime Telephone	

**5. BENEFICIARY** (If Joint Life with Survivor Benefit is elected in Section 3A, above, the second annuitant must be the sole primary beneficiary.)

The percentage allocated to primary and contingent beneficiaries must each add up to 100%.

☐ A separate sheet (signed and dated) listing additional beneficiaries is attached.

Primary Beneficiary Name/Address		Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
Jane Doe, 45 Main Street, Anytown, PA 12345		spouse	100	789 67 4321	1/15/68
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	SS# or Tax ID#	Date of Birth

When purchasing a joint annuity, spouse **must** be the primary beneficiary.**6. BENEFICIARY RESTRICTIONS (Optional)**☐ Check here if you wish to restrict your beneficiary's rights under the contract.

If you elect this option, the beneficiary may not elect to receive the present value of the remaining guaranteed annuity payments (if any) in a lump sum.

**7. SPECIAL PAYMENT INSTRUCTIONS (Optional)**

A voided check pre-printed with the Owner's name as shown in the Account Registration section, above, must be on file with GIAC or attached to a request for direct deposit. By completing this section and signing in the Signature section, below, (i) I hereby authorize GIAC to deposit annuity payments from this contract to the designated account; and (ii) I understand that in the event an overpayment(s) should be credited to the account, I hereby authorize GIAC to initiate, if necessary, debit entries and adjustments for any credit entries. Election of direct deposit and/or designation of a third party payee for annuity payments will remain in effect until GIAC receives further written instructions from the Owner or until direct deposit is discontinued by owner's financial institution. Contact GIAC Customer Service for detailed information on the Direct Deposit and/or third party payee program, including how to cancel the program.

**7.a Direct Deposit****Account Type** (Choose one): ☐ Checking ☐ Savings ☐ Other

Bank/Institution Name
Telephone Number (optional)
Routing Number
Account Number

**7.b Third Party Payee Instructions**

Institution or Individual Name	Payee SSN
Address (Street Address, no P.O. Boxes)	
Telephone Number (optional)	
Routing Number	
Account Number	

## 8. REPLACEMENT INFORMATION (REQUIRED)

### IMPORTANT - THIS SECTION MUST BE COMPLETED IN FULL

Do you have an existing life insurance policy or annuity contract?

☐ Yes ☒ No

**Note:** If you answer "Yes" to this question, certain states require you to complete and submit an Important Notice form with the application for **each** contract being applied for under this application

Is this annuity intended to replace all or part of any other annuity contract or life insurance policy?

☐ Yes ☒ No

**Note:** If you answer "Yes" to this question, complete any replacement forms required by the applicable state. Also, provide the information below on all contracts or policies to be replaced (attach a separate sheet if necessary).

Insurer Name	Owner Name	Contract/Policy #
Insurer Name	Owner Name	Contract/Policy #
Insurer Name	Owner Name	Contract/Policy #

## 9. CONTRACT STATE (Required if signing this application in a state other than your state of primary residence)

The contract state is your state of primary residence (Owner's primary residential address from Section 4) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of signing. ☐ I work or conduct business in the state of signing.

If none of the above apply, the application must be signed in your state of primary residence.

## 10. WITHHOLDING ELECTION & IMPORTANT TAX NOTIFICATION

**If you do not complete this section, GIAC will automatically withhold federal income taxes and any mandatory state income taxes from your annuity payment(s), reducing the amount sent to you.**

☒ I DO NOT want income tax withheld.

☐ I DO want income tax withheld.

• Withhold \_\_\_\_\_% federal income tax\*

• Withhold \_\_\_\_\_% state income tax\*\*

GIAC and its affiliates, subsidiaries, employees and agents do not provide tax or legal advice. Tax laws and regulations are complex and subject to change. For complete information about your specific situation, consult your attorney or tax advisor. ■ The taxable portion of a payment from an annuity contract is considered ordinary income for tax purposes. GIAC is required to withhold federal taxes (and state taxes where applicable) from any annuity payment, unless you opt out of income tax withholding and provide your social security or tax ID number. ■ Even if you elect not to have federal income tax withheld, you are liable for payment of federal income tax on the taxable portion of your annuity payment and GIAC is obligated to report this information both to you and to the Internal Revenue Service (IRS). If your payment of estimated tax and withholding, if any, is not adequate, you may also be subject to penalties under the estimated tax payment rules. ■ If you are a U.S. citizen/legal resident/resident alien and the withdrawal check is sent outside the United States, GIAC is required to withhold federal tax. ■ 30% federal income tax withholding applies to non-resident aliens unless they properly complete Form W-8BEN and treaty provisions pertaining to their country of residence provide for a different withholding amount.

\* If you do not select a federal income tax withholding percentage or if you designate less than 10% above, GIAC will withhold the minimum amount required by current federal law, which is 10%. GIAC does not withhold taxes from or provide tax reporting on Custodial IRA contracts. Additional restrictions may apply.

\*\* State income tax withholding requirements vary depending on your state of primary residence at the time of the payment. States fall into one of the following four categories:

- 1) Certain states require state income tax withholding if federal income tax is withheld. In these states, if you indicate a federal income tax withholding percentage and you do not indicate a state income tax withholding percentage above, GIAC will withhold our standard default withholding percentage unless you specify a different percentage other than zero.
- 2) Certain other states require state income tax withholding if federal income tax is withheld unless you specifically elect to have no state tax withheld.
  - a. In these states, if you indicate a federal income tax withholding percentage and you indicate a state income tax withholding percentage above, GIAC will withhold the state income tax amount specified.
  - b. In these states, if you indicate a federal income tax withholding percentage and you do not indicate a state income tax withholding percentage or you indicate zero percentage above, GIAC considers this electing out of state income tax withholding and will not withhold state income taxes.

(Continued)

## 10. WITHHOLDING ELECTION & IMPORTANT TAX NOTIFICATION (Continued)

- 3) Some states allow voluntary state income tax withholding. In these states, if you indicate a federal income tax withholding percentage and you indicate a state income tax withholding percentage above, GIAC will withhold the state income tax amount specified.
- 4) Some states do not accept state income tax withholding. In these states, we will not withhold state income tax regardless of the instruction you have provided above.

To determine the requirements in your state, consult your tax advisor. For a list of GIAC's standard state withholding guidelines, visit our website at [www.guardianinvestor.com/public/products/statetaxwithholding.aspx](http://www.guardianinvestor.com/public/products/statetaxwithholding.aspx) or contact GIAC Customer Service at 1-800-221-3253, Option 1,0.

Variable 7

## 11. SIGNATURES (REQUIRED)

### Fraud Warnings

**FOR RESIDENTS OF ARKANSAS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**FOR RESIDENTS OF DISTRICT OF COLUMBIA (WASHINGTON D.C.):** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**FOR RESIDENTS OF FLORIDA:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Variable 8

### Acknowledgements

**As owner of this annuity, I represent the following:** (1) To the best of my knowledge and belief, all statements in this application are complete and true and were correctly recorded; (2) I understand that the contract applied for will not begin until the later of: (a) contract issue, or (b) GIAC's receipt of the contract premium; (3) I understand that the first annuity payment will be sent to me either 30 days, three months, six months, or one year (correlating to the payment frequency I selected) after contract issue; (4) I understand that GIAC has the unilateral right to determine if any contract can be issued and that only GIAC can waive or modify any terms of this application or any GIAC contract requirements; (5) I acknowledge that I have received a marketing brochure with this application and have had an opportunity to ask my agent questions about the annuity payment options and other contract features available to me; (6) I understand that an illustration is available to show me how my choices will impact my annuity payments; and (7) if I have chosen the optional Annuity Payment Increase Benefit, I have received an illustration reflecting how my choice will impact my annuity payments.

**I further understand that federal law requires all financial institutions to obtain and record information that identifies each person who applies for an annuity. To meet this requirement GIAC asks for my name, social security number, street address, date of birth and other information to verify my identity. Failure to provide this information could result in the annuity contract not being issued.**

**By my signature, I certify, under penalties of perjury, that (i) if I do not elect Income Tax Withholding above, I am not subject to back-up withholding either because I have not been notified that I am subject to back-up withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to back-up withholding, (ii) the social security number or taxpayer identification number shown on this application is my correct number, and (iii) I am a U.S. citizen, U.S. resident alien, or other U.S. person. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.**

Signature of Owner / Authorized Person <b>X John Doe</b>		Signature of Joint Owner (if any) <b>X</b>
Signed at City Anytown	State PA	Date 11/01/11

## 12. AGENT/REGISTERED REPRESENTATIVE SIGNATURE (REQUIRED)

As Agent/Registered Representative, I certify witnessing the Owner(s) signature(s) on this application and that the answers to the following questions are true to the best of my knowledge and belief.

Does this applicant have an existing life insurance policy or annuity contract?

☐ Yes ☒ No

Is this annuity intended to replace all or part of any other annuity contract or life insurance policy?

☐ Yes ☒ No

### Annuity Payment Lock (optional)

☐ Yes, this application has been signed within 7 days of the attached illustration. (You must attach a dated Guardian Guaranteed Income Annuity II<sup>SM</sup> illustration.)

**Producer Certification:** By my signature, I hereby certify that I have used only GIAC-approved sales material in connection with this sale and that copies of sales materials used were left with the applicant.

Print Name of Agent/Registered Representative		Split _____ %		Print Name of Broker/Dealer				
Signature of Agent/Registered Representative <b>X</b> Jack Smith				Branch Office Street Address				
E-mail		Branch No./R.R. No.		Branch Office		City	State	Zip
State License # (For Florida Agents Only)				Tel.		Fax		

Print Name of Co-Agent/Registered Representative (If any)		Split _____ %	
E-mail		Branch No./R.R. No.	
State License # (For Florida Agents Only)			

**Note: Include each Agent/Registered Representative's full name and R.R. No. and % commission split (if applicable). We cannot process team codes.**

<b>Send completed application and check (payable to The Guardian Insurance &amp; Annuity Company, Inc.) to:</b>	<b>Regular Mail:</b> The Guardian Insurance & Annuity Company, Inc. Retirement Solutions P.O. Box 26210 Lehigh Valley, PA 18002-6210	<b>Express Mail:</b> The Guardian Insurance & Annuity Company, Inc. Retirement Solutions 3900 Burgess Place, 3 South Bethlehem, PA 18017
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Variable 9

**APPENDIX A**  
**Arkansas**

<b>New Form Number</b>	<b>Replaces Form Number</b>	<b>Approval Date/DOI File # of Replaced Form</b>
11-SPIA	10-SPIA	5/11/10 #45606
11-PAR	10-PAR	5/11/10 #45606
EB-016183	EB-015809	5/11/10 #45606

<b>Previously approved forms to be used with New Contract</b>	<b>Approval date / DOI # of Replaced Form</b>
08-IRA; 08-SIRA; 08-RIRA	11/15/2007 #37336